

Greenville Leasing Company

GREENVILLE, PA 16125

February 17, 1984

Agatha Mergenovich
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

RECORDATION NO. 9258/B FILED 1425

FEB 21 1984 - 1 05 PM

No. *H-052A036*
Date *FEB. 21. 1984....*
Fee \$ *10.00.....*

Dear Ms. Mergenovich:

INTERSTATE COMMERCE COMMISSION ICC Washington, D. C.

Enclosed for recordation under the provisions of Section 11303(a) of Title 49 of the U.S. Code are four executed counterparts of an Assignment of Lease of Railroad Equipment dated as of December 29, 1983. This Assignment of Lease of Railroad Equipment is a secondary document.

The primary document to which this is connected is the Railroad Car Lease Agreement recorded at 11:10 A.M. on February 28, 1978 with Recordation Number 9258. We request that this assignment be cross-indexed.

The names and addresses of the parties to the Assignment of Lease of Railroad Equipment are as follows:

Assignor:	Greenville Leasing Company Greenville, Pennsylvania 16125
Assignee:	Greenlease, Inc. Greenville, Pennsylvania 16125

A general description of the railroad car covered by the enclosed document and intended for use related to interstate commerce is: 1 100-Ton Triple Hopper Car, AAR Mechanical Designation HT, Road No. LEF 3600.

Please return three counterparts showing recordation to John R. Young, 700 Porter Building, Pittsburgh, Pa., 15219.

Also enclosed is a check in the amount of \$10 covering the required recording fee.

A short summary of the enclosed secondary document to appear in the Index follows:

Assignment between Greenville Leasing Company, Greenville, Pa., 16125 and Greenlease, Inc., Greenville, Pa., 16125 dated as of December 29, 1983, covering 1 100-Ton Triple Hopper Car, AAR Mechanical Designation HT, Road No. LEF 3600 and connected to Railroad Car Lease Agreement with Recordation No. 9258.

Very truly yours,
GREENVILLE LEASING COMPANY

By *John R. Young*
John R. Young, Vice President

RECEIVED
FEB 21 12 50 PM '84
FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D.C.

Interstate Commerce Commission

Washington, D.C. 20423

2/21/84

OFFICE OF THE SECRETARY

John R. Young
Vice President
700 Porter Building
Pittsburgh, PA. 15219

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **2/21/84** at **1:05pm** and assigned re-
recording number(s). **9258-B, 11628-B, 11629-B & 11763-B**

Sincerely yours,



JAMES H. BAYNE

Secretary

Enclosure(s)

SE-30
(7/79)

ASSIGNMENT
OF
LEASE OF RAILROAD EQUIPMENT

RECORDATION NO. 9258-13
Filed 1426
FEB 21 1984 -1 05 PM
INDEPENDENT STATE COMMERCE COMMISSION

THIS ASSIGNMENT, dated as of December 29, 1983, by and between GREENVILLE LEASING COMPANY, a Delaware corporation (the "Assignor"), and GREENLEASE, INC., a Delaware corporation (the "Assignee").

WHEREAS, the Assignor and Greenville Steel Car Company, a Pennsylvania corporation ("GSCC"), have heretofore entered into an Assignment of Lease of Railroad Equipment, dated as of December 31, 1980, whereby GSCC assigned to Assignor its interest in (i) the Lease of Railroad Equipment dated as of February 1, 1978 (the "Lease"), between GSCC and Lake Erie, Franklin and Clarion Railroad Company, a Pennsylvania corporation (the "Lessee"), whereby GSCC leased to Lessee One 100-ton Triple Hopper Car, Road No. LEF 3600 (the "Car"), and (ii) the Car; and

WHEREAS, the Assignor desires to assign its interest in the Lease and its interest in the Car to the Assignee, as hereinafter set forth.

NOW THEREFORE, in consideration of the premises, and other good and valuable consideration the receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, do agree as follows:

1. Effective as of December 29, 1983, Assignor hereby assigns, transfers and sets over unto the Assignee:

- (a) All the Assignor's right, title and interest, powers, privileges and other benefits under the Lease, which shall arise or accrue after December 29, 1983; and
- (b) All the Assignor's right, title and interest in the Car.

Assignor further agrees to execute and deliver such instrument or instruments, confirming the transfer of title to the Car to the Assignee, as Assignee may reasonably request.

- 2. Assignee hereby accepts the foregoing assignment, recognizes Lessee's right to continue and uninterrupted possession of the Car upon compliance with the terms of the Lease, and assumes and undertakes to perform all the obligations of Assignor as the Lessor under the Lease.
- 3. For purposes of paragraph 16 of the Lease, Assignee's address as Lessor shall be as follows:
 - Greenlease, Inc.
 - c/o Greenville Steel Car Company
 - Greenville, Pennsylvania 16125
- 4. All the terms, covenants and provisions of the Lease shall continue in full force and effect precisely as before.
- 5. This Agreement may be simultaneously executed in two or more counterparts each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and their respective corporate

seals to be duly attested as of the day and year first above written.

GREENVILLE LEASING COMPANY

Attest:

V. P. Gottschall
Assistant Secretary
[Corporate Seal]

By Edward N. Moore
Vice President

GREENLEASE, INC.

Attest:

V. P. Gottschall
Assistant Secretary
[Corporate Seal]

By John R. Young
Vice President

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) ss.:

On this 29th day of December, 1983 before me personally appeared Edward H. Moores, to me personally known, who being duly sworn, says that he is a Vice President of Greenville Leasing Company, a Delaware corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public

ROSE ANN MULKERN, Notary Public
Pittsburgh, Allegheny County, Pa.
My Commission Expires Mar. 18, 1985

[Notarial Seal]

COMMONWEALTH OF PENNSYLVANIA)
) ss.:
COUNTY OF ALLEGHENY

On this 29th day of December, 1983 before me personally appeared John R. Young, to me personally known, who being duly sworn, says that he is a Vice President of Greenlease, Inc., a Delaware corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public

ROSE ANN MULHERN, Notary Public
Pittsburgh, Allegheny County, Pa.
My Commission Expires Mar. 18, 1985

[Notarial Seal]